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JOINT REPRESENTATION AGREEMENT RE  
BLACK FARMERS LITIGATION (*PIGFORD II*)

WHEREAS, the Law Offices of Chestnut, Sanders & Sanders, Conlon, Frantz & Phelan, LLP, and the Law Office of Phillip L. Fraas (hereafter "CFF"), the Law Offices of James Scott Farrin ("JSF"), McEachin & Gee LLP ("MG") and Pogust, Braslow & Millrood, LLC ("PBM") each have been retained by numerous Black Farmers to file claims on their behalf, pursuant to Section 14012 of the Food, Conservation and Energy Act of 2008, against the United States Department of Agriculture; and

WHEREAS, the four Law Offices ("The Four Firms") have determined that their mutual interests, and those of their clients, are best served by pooling the resources of the Four Firms, and the law firms with which each has affiliated, for purposes of prosecuting these claims, and acting jointly on behalf of all farmers represented by CFF, JSF, MG or PBM;

CFF, JSF, MG and PBM agree as follows:

I. Representation of Black Farmers: All farmers (or their legal representatives) who retained CFF, JSF, MG, or PBM prior to execution of this Agreement will be advised that a Joint Representation Agreement between the Four Firms exists and, and as required by law, will be given the option to execute a new Joint Retainer Agreement [pursuant to which they will be represented jointly by the Four Firms and their affiliated counsel] to replace the agreements previously signed with one of the above Four Firms.

The new Joint Retainer Agreements will in no case provide a less favorable fee arrangement for the farmer than the retainer agreement previously executed by the farmer. All farmers who henceforth retain any of The Four Law Firms either directly or indirectly through affiliate law firms, will be represented jointly by CFF, JSF, MG, and PBM (and lawyers working with them), and will be advised of the existence of a Joint Representation Agreement, including a fee sharing arrangement, among counsel.

All farmers who retain counsel pursuant to this Agreement will be advised that the undersigned counsel have agreed upon a division of fees, but that such division will not affect the farmers' recovery. CFF, JSF, MG, and PBM will work jointly to advance all claims by farmers who retain counsel pursuant to this Agreement, and all fees earned from the representation of such clients will be allocated pursuant to paragraph IV, below.



II. Management of Black Farmers Litigation: *Agee, et al. v. Schafer*, Civ. A. No. 08-0882; *Kimbrough, et al. v. Schafer*, Civ. A. No. 08-0901; *Adams, et al. v. Schafer*, Civ. A. No. 08-0919; *National Black Farmers Association, et al. v. Schafer*, Civ. A. No. 08-0940; *Bennett, et al. v. Schafer*, Civ. A. No. 08-0962; *McKinney, et al. v. Schafer*, Civ. A. No. 08-1062, *Bolton, et al. v. Schafer*, Civ. A. No. 08-1070, and any additional cases filed by CFF, JSF, MG, PBM, or affiliate law firms working with them, will be managed by a three-person Steering Committee, composed of a representative of each of CFF, JSF, and PBM. The Steering Committee will manage all litigation (including settlement) and legislative strategy, develop a claims processing and client communications strategy, approve shared costs and expenditures for these cases, and attempt to resolve any other matters arising under this Agreement.

III. Affiliate Law Firms: All representations of Black Farmers by any of The Four Law Firms through other lawyers or law firms with which they have affiliated, and fees generated through those representations, will be subject to the terms of this Joint Representation Agreement.

IV. Fee Allocation: The allocation of attorneys' fees, after payment first of shared costs (see Exh. "A" to this Agreement), shall be as follows: Of the first One Hundred Million Dollars (\$100,000,000) in gross attorneys' fees, fifty-seven and one half percent (57.5%) shall go to JSF, twenty-five Percent (25%) shall go to CFF, and seventeen and one half percent (17.5%) shall go to PBM. For gross attorneys' fees exceeding One Hundred Million Dollars (\$100,000,000), sixty percent (60%) shall go to JSF; twenty percent (20%) shall go to CSS; and twenty percent (20%) shall go to PBM.

V. Certain Costs: JSF agrees to pay the attorneys' fees and expenses of Crowell & Moring LLP, out of its share of the fees. Costs in excess of \$5,000 must be approved unanimously by the Steering Committee before being charged as a "shared cost." All costs or other financial obligations incurred prior to the effective date of this Agreement shall be born by the individual Law Firm(s) which incurred such costs or obligations.


VI. Lead Counsel: J.L. Chestnut and Crowell & Moring LLP will serve as Co-Lead Counsel for all cases encompassed by this Agreement, including any new cases filed pursuant to this Agreement.

VII. Liaison Counsel: Crowell & Moring LLP will serve in the administrative role of Liaison Counsel for these cases, to facilitate communications among the Court and counsel, and with opposing counsel, and otherwise to provide for the efficient progress of this litigation.

VIII. Dispute Resolution Clause: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to choice of law rules and principles. The parties agree to resolve any dispute by arbitration according to the terms of the American Arbitration Association.

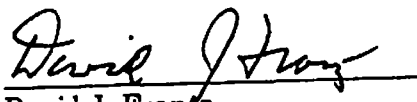
IX. Any changes to this Agreement must be by unanimous consent of the Steering Committee.

Dated: July 9, 2008

  
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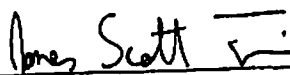
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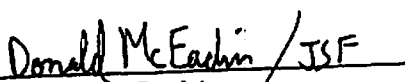
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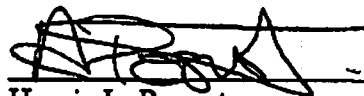
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Exhibit A to the JRA

The following costs are to be shared among the Four Firms in proportion to their respective fee allocations reflected in Section IV above:

- Legal or other professional/para professional fees and costs associated with completing individual claims of Black Farmers, including, but not limited to field work, postage and printing.
- Legislative/lobbying fees
- Public relations fees and costs(direct mail fees/investigation)
- Claims adjudication fees/costs (both professional and administrative)

Administrative fees associated with the Farrin Firm's internal operations associated with this litigation, such as the hiring of individuals to input data into various databases, are not costs to be shared among the Four Firms.